

RESOLUTION NO. 2012-09

A RESOLUTION OF THE MAYOR AND CITY COUNCIL OF THE CITY OF SEDONA, ARIZONA, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT WITH YAVAPAI COUNTY CONCERNING MUTUAL AID IN LAW ENFORCEMENT AT THE WASTEWATER TREATMENT PLANT.

WHEREAS, two or more public agencies may enter into an intergovernmental agreement pursuant to ARS 11-952.A; and

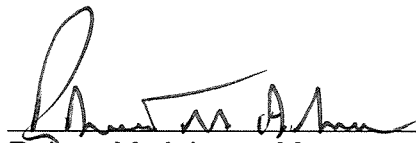
WHEREAS, the City of Sedona and Yavapai County have determined that it would be in their best interests to enter into an intergovernmental agreement concerning mutual aid in law enforcement at the wastewater treatment plant; and

WHEREAS, the City has reviewed the terms of the agreement and determined that it qualifies as an intergovernmental agreement under ARS 11-952.B,


NOW, THEREFORE, BE IT RESOLVED BY THE MAYOR AND THE COUNCIL OF THE CITY OF SEDONA, ARIZONA, THAT:

The City of Sedona, through its Mayor and Council, hereby approves the intergovernmental agreement between Yavapai County and the City of Sedona for mutual aid in law enforcement at the wastewater treatment plant, and authorizes the Mayor to execute said agreement on behalf of the City of Sedona, Arizona.


PASSED AND ADOPTED by the Mayor and Council of the City of Sedona, Arizona, this 8th day of May, 2012.


Robert M. Adams, Mayor

ATTEST:


Susan L. Irvine, City Clerk

APPROVED AS TO FORM:


Mike Goimarac, City Attorney

Recorded at the Request of:

Board of Supervisors
Folder

When Recorded, Mail to:

THIS IS A CONFORMED COPY OF INSTRUMENT
RECORDED ON DATE 6-6-12 TIME 8:27AM
IN BOOK 1884 PAGE 970
LESLIE M. HOFFMAN, RECORDER
Shirley S. Holland DEPUTY

INTERGOVERNMENTAL AGREEMENT BETWEEN YAVAPAI COUNTY
& CITY OF SEDONA FOR MUTUAL AID IN LAW ENFORCEMENT

INTERGOVERNMENTAL AGREEMENT FOR MUTUAL AID IN LAW ENFORCEMENT

WHEREAS, the COUNTY OF YAVAPAI, a political subdivision of the State of Arizona (hereinafter referred to as "County"), and the CITY OF SEDONA, a municipal corporation of the State of Arizona (hereinafter referred to as "City"), desire to enter into this mutual aid agreement with respect to Law Enforcement as authorized by A.R.S. '§13-3872, and pursuant to the provisions of A.R.S. Section 11-951 et seq.; and

WHEREAS, the Sedona Wastewater Treatment Plant is City Property owned within the unincorporated area of the County; and

WHEREAS, this agreement is intended to insure that law enforcement services for the Sedona Wastewater Treatment Plant are provided through the mutual aid and cooperation of the parties to this agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE COVENANTS CONTAINED HEREIN, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by each party to the other, it is hereby agreed as follows:

SECTION 1: DEFINITIONS

- (a) "Party" means each of the governmental entities named in the preamble hereinabove or such entities acting by their respective law enforcement agencies if the context so requires.
- (b) "Requesting Party" means any party requesting law enforcement assistance from any other party, pursuant to Section 4 of this Agreement.
- (c) "Assisting Party" means any party rendering law enforcement assistance to a requesting party pursuant to Section 4 of this Agreement.
- (d) "Chief Law Enforcement Officer" means that person who is the "department or agency head with peace officer jurisdiction or his duly authorized representative having the, primary responsibility for law enforcement within the jurisdiction or territory" as such phrase is used in A.R.S. §13-387I, whether designated by appointment or election.
- (e) "Sedona Wastewater Treatment Plant" or SWTP means that real property comprising the Sedona Wastewater Treatment Plant located at 19655 W. SR 89A within Yavapai County Arizona.

SECTION 2: PURPOSE.

The purpose of this Agreement is to obtain maximum efficiency in cooperative law enforcement operations through mutual aid and assistance in providing law enforcement services for the Sedona Wastewater Treatment Plant pursuant to the prior consent herein given by the Chief Law Enforcement Officer and governing body of each party.

SECTION 3: CONSENT TO EXTENSION OF PEACE OFFICER AUTHORITY

- (a) The parties recognize that the City and County have overlapping jurisdiction in criminal law enforcement matters, with regard to the SWTP and that such jurisdiction is hereby acknowledged, consented to, and otherwise approved.
- (b) Yavapai County, and its Chief Law Enforcement Officer, hereby consents that the authority to act as a peace officer is hereby extended to Sedona Police Department Officers and employees when acting, pursuant to Section 4 of this Agreement within the confines of the SWTP except as provided below.

SECTION 4: REQUEST PROCEDURE

All requests for assistance made by a party shall be made by the Chief Law Enforcement Officer or designated personnel of the requesting agency. Each assisting agency shall acknowledge and act upon each such request only by order of its Chief Law Enforcement Officer or designated

personnel. Upon execution of this Agreement, the parties shall exchange lists of such designated personnel, and shall update such lists as and when changes are made thereto.

SECTION 5: CONTROL IN ASSISTANCE OPERATIONS

Generally, the Sedona Police Department shall have and exercise control over any police presence or investigation at the wastewater treatment plant but shall consult with the Yavapai County Sheriff's office in assigning personnel to places where they are needed. However, the commanding officer for either agency which is the first responder may exercise exclusive control over any response at the plant, particularly in an emergency situation until the parties have any opportunity to coordinate any joint response efforts.

SECTION 6: RESPONSIBILITY FOR INJURIES

Each party shall be responsible for injuries to its personnel during the course of rendering mutual law enforcement assistance when acting pursuant to Section 4 of this Agreement. In accordance with ARS Section 23-1022, the City shall be deemed the primary employer and shall have sole responsibility for the payment of workers compensation benefits to Sedona Police Department Officers operating pursuant to this agreement; and the county shall be deemed the primary employer and shall have sole responsibility for the payment of workers compensation benefits to Yavapai County Sheriff's Department personnel operating pursuant to this agreement. Each party shall comply with the notice provisions of ARS Section 23-1022(E).

SECTION 7: PROVISION OF EQUIPMENT AND COSTS

In rendering mutual law enforcement assistance, each requesting party and assisting party shall be responsible for the provision and maintenance of its own equipment and for its personnel and equipment costs, when acting pursuant to Section 4 of this Agreement.

SECTION 8: REPORTS

After occurrences wherein mutual law enforcement assistance was required and given, all participating parties shall make an exchange of all reports arising out of such operations; provided, however, that nothing in this Section shall propose to waive, limit or remove the duties of confidentiality imposed or allowed by law as to any such reports or the contents thereof.

SECTION 9: MANNER OF FINANCING

Each party hereto shall, within its lawful methods of financing establish and provide in its annual, budget for payment of the costs and expenses of performance of its obligations undertaken pursuant to this Agreement.

SECTION 10: DURATION

This Agreement shall be binding upon the parties and their successors for an indefinite term. The effective date of this Agreement shall be the date it is filed with the Yavapai County Recorder. However, any party can terminate their participation in this Agreement effective upon the giving Of thirty (30) days prior written notice to the other party.

SECTION 11: TERMINATION; DISPOSITION OF PROPERTY THEREUPON

Upon termination of this Agreement, all property not owned by the parties which is in their custody or possession shall be forthwith returned to the party owning the same or to whom possession should be given.

SECTION 12: MISCELLANEOUS

(a) Notwithstanding the provisions contained in Sections 14, 15 and 16, nothing in this Agreement shall be construed as either limiting or extending the lawful jurisdiction of any party hereto other than as expressly set forth herein.

(b) Appropriate officials of the parties may promulgate such written operational procedures in implementation of this Agreement as to them appear desirable, provided that such are approved as acceptable to such other parties as they affect, in writing.

SECTION 13: INDEMNITY

It is agreed that when a request for assistance has been made pursuant to Section 4 of this Agreement, the requesting party shall indemnify the assisting party for all costs and liabilities arising out of rendering such assistance; excluding intentional misconduct of the assisting party or its employees. This section shall not apply to voluntary joint operations within the City of Sedona which are not made pursuant to Section 4, or to formal law enforcement operations by the Yavapai County Sheriff within the County, but outside the City of Sedona.

SECTION 14: THE SEDONA WASTEWATER TREATMENT PLANT

It is agreed and understood that the City of Sedona is the owner of the real property comprising the SWTP, but that the treatment plant is located in an unincorporated section of Yavapai County. Notwithstanding this fact, it is agreed that the Sedona Police Department shall have the authority to enforce violations of the Arizona Revised Statutes and any County Codes which occur on the SWTP property.

It is further agreed that the Sedona Police Department shall be the primary responder, when possible, to any violations of Arizona Revised Statutes which occur on SWTP property.

SECTION 15: CITY CONTROL OF SWTP PROPERTY IN THE UNINCORPORATED AREA OF THE COUNTY

The City of Sedona, being the owner of the SWTP property, may use such property for parks and recreation. The parties hereby acknowledge that the City has the right to regulate any such parks or recreational facilities by ordinance or otherwise, pursuant to ARS § 11-932. It is further agreed that the Sedona Police Department shall be the primary responder, when possible, to any violations of law which may occur within any City recreational facilities located in the unincorporated area of the County. Yavapai County agrees to indemnify and hold harmless the City of Sedona from any claims, liabilities, costs and judgments arising from the enactment or enforcement of City park regulations. The parties further agree and acknowledge that, in accordance with ARS §§ 22-101, 22-201, and 22-301 that the Yavapai County Justice Court is the appropriate venue for filing violations of state law which may occur on SWTP property, and that per ARS § 9-401 and 22-402, the Sedona Municipal Court is the appropriate venue for filing violations of any Sedona ordinance or City Code violation occurring on SWTP property.

SECTION 16: WORKERS COMPENSATION LIABILITY AND EMPLOYEE RESPONSIBILITY

- A.** For the purposes of Workers' Compensation, an employee of a Party to this Agreement, who works under the jurisdiction or control of, or who works within the jurisdictional boundaries of the other Party pursuant to this Agreement is deemed to be an employee of both the Party who is the employee's primary employer and the Party under whose jurisdiction or control or within whose jurisdictional boundaries the employee is then working, as provided in A.R.S. § 23-1022(D).
 - 1.** The primary employer Party of such employee shall be solely liable for the payment of Worker's Compensation benefits payable as the result of the employee's participation in such activity.
- B.** The employees of each Party to this Agreement shall remain under the ultimate control of said Party notwithstanding their participation in intergovernmental operations or activities. Employees of a Party participating in intergovernmental operations or activities are not considered employees of any other Party for any purpose except as described in paragraph A above. Each Party shall remain responsible for its employees' salaries and employee-related benefits, discipline and similar matters and shall be solely responsible for its employee's civil wrongs, and each employee shall be deemed to be performing regular duties for the primary employer Party while engaged in intergovernmental activities.

SECTION 17: SUPERSEDES PRIOR AGREEMENTS

This Agreement shall become effective upon execution by the parties, and shall supersede any and all former agreements upon this subject.


SECTION 18: CONFLICT OF INTEREST


This Agreement is subject to the cancellation provisions of ARS § 38-511, the provisions of which are herein incorporated by reference.

Dated this 4th day of June, 2012.

County of Yavapai:

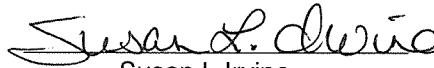
City of Sedona


Chairman, Yavapai County
Board of Supervisors



Robert M. Adams
Mayor, City of Sedona

Attest:

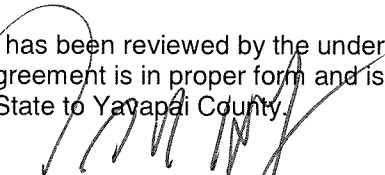

Clerk of the Board


Susan L. Irvine
Sedona City Clerk

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned attorney for the City of Sedona, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to the City of Sedona.


Michael Goimarac
Sedona City Attorney

Pursuant to A.R.S. §11-952(D), the foregoing agreement has been reviewed by the undersigned Deputy County Attorney, who has determined that the agreement is in proper form and is within the powers and authority granted under the laws of this State to Yavapai County.


Deputy County Attorney